

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

IN THE HAMILTON CIRCUIT COURT
CAUSE NO. 29C01-0212-PL-1386

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
ADAM T. NEVIUS,)
individually and doing business as)
MIDWEST CONSTRUCTION)
COMPANY OF CENTRAL)
INDIANA, INC., and)
)
MIDWEST CONSTRUCTION)
COMPANY OF CENTRAL)
INDIANA, INC.,)
)
Defendants.)

FILED

FEB 24 2003

Sammy Davis
CLERK OF THE
HAMILTON CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants.
2. The Defendants, Adam Nevius, individually and doing business as Midwest Construction Company of Central Indiana, Inc. and Midwest Construction Company of Central Indiana, Inc., were served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendants, Adam Nevius, individually and doing business as Midwest Construction Company of Central Indiana, Inc., and Midwest Construction Company of Central Indiana, Inc., have failed to answer, plead, or otherwise respond to the complaint.

4. Defendant, Adam Nevius, is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Adam Nevius, individually and doing business as Midwest Construction Company of Central Indiana, Inc., and Midwest Construction Company of Central Indiana, Inc., and that the Defendants, their agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 *et seq.* and Ind. Code §24-5-0.5-1 *et seq.*:

1. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- a. the name of the consumer and the address of the residential property that is the subject of the home improvement;
- b. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- c. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- d. a reasonably detailed description of the proposed home improvements;
- e. if the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any

work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- f. the approximate starting and completion date of the home improvements;
- g. a statement of any contingencies that would materially change the approximate completion date;
- h. the home improvement contract price; and
- i. signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

2. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

3. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer; and

4. representing, expressly or by implication, that the Defendants are able to start or complete a home improvement within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendants know or should reasonably know they cannot.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendants, Adam Nevius, individually and doing business as Midwest Construction Company of Central Indiana, Inc., and Midwest Construction Company of Central Indiana, Inc., as follows:

- a. the contracts previously entered into by the Defendants with Robert Rentch and Richard Kelner are cancelled pursuant to Ind. Code §24-5-0.5-4(d);
- b. the Defendants shall pay consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for Robert Rentch of Noblesville, Indiana, in the amount of One Thousand One Hundred Dollars (\$1,100.00), payable to the Office of the Attorney General;
- c. the Defendants shall pay consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for Richard A. Kelner of Carmel, Indiana, in the amount of One Thousand One Hundred and Five Dollars (\$1,105.00), payable to the Office of the Attorney General;
- d. the Defendants shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Four Hundred and Twenty-Five Dollars (\$425.00);
- e. the Defendants shall pay civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana; and
- f. the Defendants shall pay civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of One Thousand Dollars (\$1,000.00), payable to the State of Indiana.

For a total monetary judgment in the amount of Four Thousand Six Hundred and Thirty Dollars (\$4,630.00) in favor of the Plaintiff, State of Indiana, and against the Defendants, Adam Nevius, individually and doing business as Midwest Construction Company of Central Indiana, Inc., and Midwest Construction Company of Central Indiana, Inc.

ALL ORDERED, ADJUDGED AND DECREED on this 24 day of

Feb, 2003.

Judith L. Proffitt
Judge, Hamilton Circuit Court

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